



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MDN, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary Order of \$740.01. The landlord also seeks to retain the security deposit and recover the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

### Background and Evidence

The landlord submits that the tenants moved out without cleaning the rental unit and they did not participate in the move out inspection. The landlord says the tenants did damage to their walls and they left tacky residue, nails and screws in the walls. The landlord testified that the tenants also damaged the blinds, left items behind that had to be removed. Further, the landlord says the tenants returned the keys to the rental unit on October 1, 2011 but did not return one of the electronic entry cards nor did they return the visitor pass. The landlord supplied a list of expenses incurred for cleaning and replacements totalling \$704.01 along with photographs of the rental unit. The landlord submits that she is seeking to retain the security deposit of \$600.00 paid May 1, 2006 in partial satisfaction of her claim.

The tenant testified that they moved out before the tenancy ended and they did not participate in the move-out inspection because they had left the area. The tenant submitted that during their tenancy a great deal of remedial work was done on the premises and the tenants agreed to remove and store the blinds during the remediation during which time they were slightly damaged. The tenant agrees she did not clean the carpets.

Analysis

Based on the evidence of the parties weighed on a balance of probabilities I find that the landlord did incur expense and loss with respect to this tenancy and landlord is entitled to a monetary Order. The landlord holds a security deposit of \$600.00 paid May 1, 2006 with interest that deposit now has a value of \$620.23.

I will award the landlord \$620.23 in full satisfaction of her claims including recovery of the filing fee. To realize this sum I direct the landlord to retain the security deposit and interest accrued.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 03, 2012.

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Residential Tenancy Branch